

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,
acting through the United
States Department of
Agriculture

Plaintiff

v.

ANGEL LUIS LUNA MALAVE, CARMEN
MARIA ESPADA GARCIA and their
Conjugal Partnership

Defendants

CIVIL NO.

Foreclosure of Mortgage

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of one (1) promissory note that affects the property described further below.

3. The promissory note mentioned before is for the amount of **\$300,000.00**, with annual interest of 3.75%, subscribed on September 24, 1999. See *Exhibit 1*
4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 136. See *Exhibit 2*.
5. According to the Property Registry, defendants are the owners of record of the real estate property subject of this case. Said property is described -as it was recorded in Spanish- as follows:

RÚSTICA: Predio de terreno marcado con el número cuarenta y tres (43) en el plano de subdivisión del Proyecto Gavia, sita en el Barrio San Ildefonso del término municipal de Coamo, Puerto Rico, compuesto de once cuerdas con cuatro mil seiscientos siete diezmilésimas de otra (11.4607) equivalentes a cuarenta y cinco mil cuarenta y cinco metros cuadrados con tres mil doscientos siete diezmilésimas de otro (45.045.3207). En lindes por el NORTE, con camino que la separa de las fincas número treinta y nueve (39) y treinta y ocho (38); por el SUR, con las fincas número cuarenta y cuatro (44) y cuarenta y seis (46); por el ESTE, con la finca número cuarenta y dos (42); y por el OESTE, con la finca número cuarenta y cuatro (44).

Property 14,332, recorded at page 186 of volume 258 of Coamo, Property Registry of Barranquitas, Puerto Rico.

See Title Search attached as Exhibit 3

6. The title search attached to this complaint confirms the registration of the mortgage lien that secure the loan obligation between the plaintiff and the defendants. See *Exhibit 3.*
7. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
8. The defendant party herein, jointly and severally, have failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 4*, the following amounts:
 - a) On the \$300,000.00 Note, as modified:
 - 1) The sum of \$288,519.37, of principal;
 - 2) The sum of \$118,247.87, of interest accrued as of March 26, 2019, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$29.6424;

- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
9. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.
10. Codefendants ANGEL LUIS LUNA MALAVE and CARMEN MARIA ESPADA GARCIA are not currently active in the military service for the United States. See *Exhibit 5*
11. The real estate property mentioned before is subject to the following liens in the rank indicated:

(A) Property 8,991:

- 1) Recorded liens with preference or priority over mortgage herein included:
-None.
- 2) Junior Liens with inferior rank or priority over mortgage herein included:
-None.

VERIFICATION

I, EDGAR Maldonado MEDERO, of legal age, single, executive and resident of Toa Alta, Puerto Rico, in my capacity as Farm Loan Chief of the Farm Service Agency, San Juan, Puerto Rico, under the

penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above;
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;
- 5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;
- 6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;
- 7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 5th day of August, 2019.


EDGAR MALDONADO MEDERO

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

- a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;
- b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;
- c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;
- d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this 14 day of August , 2019.

/s/ Juan Carlos Fortuño Fas
JUAN CARLOS FORTUÑO FAS
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.
P.O. BOX 9300
SAN JUAN, PR 00908
TEL. 787-751-5290
FAX. 787-751-6155
Email: dcfilings@fortuno-law.com

USDA-FmHA
Form FmHA 1940-17
(Rev. 4-92)

PROMISSORY NOTE

Name ANGEL LUIS LUNA MALAVE		KIND OF LOAN Type: <u>EM</u> <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Limited Resource
State PUERTO RICO	County PONCE	ACTION REQUIRING NOTE <input type="checkbox"/> Initial loan <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Consolidation <input type="checkbox"/> Conservation easement <input type="checkbox"/> Rescheduling <input type="checkbox"/> Reamortization <input type="checkbox"/> Credit sale <input type="checkbox"/> Deferred payments <input type="checkbox"/> Debt write down
Case No. 63-26-582-66-4476	Date SEPTEMBER 24, 1999	
Fund Code 43	Loan No. 02	

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture,

(herein called the "Government"), or its assigns, at its office in PONCE, PUERTO RICO - - - - -

- - - - -, or at such other place as the Government may later designate in writing, the principal sum of THREE HUNDRED THOUSAND - - - - - dollars

300,000.00 - - - - -), plus interest on the unpaid principal balance at the RATE of THREE AND THREE QUARTERS - - - - - percent (03.75 - - - %) per annum and

1/1/99
MEG
of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in -31- installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$3,052.00 on 01-01-00; \$16,827.00 on 01-01-01;
\$ N/A on _____; \$ N/A on _____;
\$ N/A on _____; \$ N/A on _____;
\$ N/A on _____; \$ N/A on _____;
\$ N/A on _____; \$ N/A on _____;

and \$ 16,827.00 thereafter on 01-01 of each YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable -30- years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, to be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s)(new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

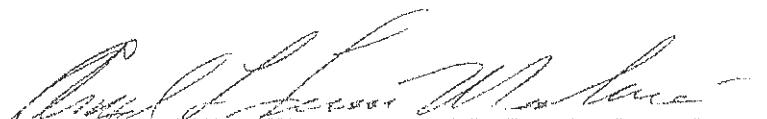
HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT,** the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)



ANGEL LUIS LUNA MALAVE (Borrower)



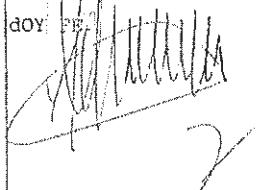
CARMEN MARIA ESPADA GARCIA (Co-Borrower)

HC-02 BOX 8040

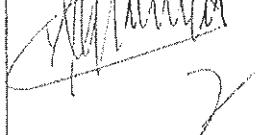
COAMO, P.R. 00769

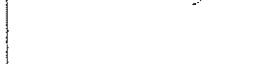
RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 300,000.00	9/24/99	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
				TOTAL	\$ 300,000.00

Nota de Saca: Expedí----
Primera Copia Certificada -
de la presente Escritura a-
favor de Estados Unidos de-
América (FSA) el mismo diá-
mes y año de su otorgamiento
doy fe


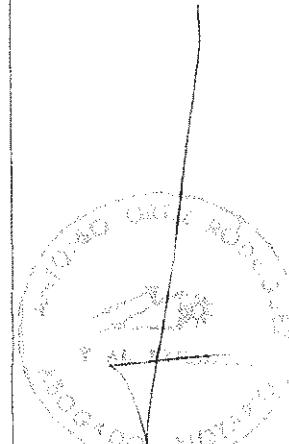
doy fe











----- NUMERO CIENTO TREINTA Y SEIS-----
----- NUMBER ONE HUNDRED THIRTY SIX-----

----- HIPOTECA VOLUNTARIA-----
----- VOLUNTARY MORTGAGE-----

---En la ciudad de Coamo, Puerto Rico, a veinticuatro de septiembre de mil novecientos
noventa y nueve (24/9/1999)

---In the city of Coamo, Puerto Rico, on September, twenty four, nineteen ninety nine.

----- ANTE MI -----
----- BEFORE ME -----

----- ANTONIO ORTIZ RODRIGUEZ -----

Abogado y Notario Público de la Isla de Puerto Rico con residencia en-----
Attorney and Notary Public for the Island of Puerto Rico, with residence in-----

Coamo, Puerto Rico-----
Coamo, Puerto Rico-----

y oficina en Coamo, Puerto Rico-----
and office in Coamo, Puerto Rico-----

----- COMPARECEN -----
----- APPEAR -----

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominan-----
The persons named in paragraph TWELFTH of this mortgage-----

dos de aqui en adelante el deudor hipotecario y cuyas circunstancias personales-----
hereinafter called the mortgagor and whose personal circumstances-----

aparecen de dicho párrafo-----
appear from said paragraph-----

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos-----
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their-----
de su edad, estado civil, profesion y vecindad-----
statements which I believe to be true of their age, civil status, profession and residence.-----

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración-----
They assure me that they are in full enjoyment of their civil rights and the free administration-----
de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-----
of their property, and they have, in my judgment, the necessary legal capacity to grant this-----
menio-----
voluntary mortgage-----

----- EXPONEN -----
----- WITNESSETH -----

PRIMERO El deudor hipotecario es dueño de la finca o fincas descritas en el-----
FIRST: That the mortgagor is the owner of the farm or farms described in-----

párrafo UNDECIMO así como de todos los derechos e intereses de las mismas,-----
paragraph ELEVENTH of This mortgage, and of all rights and interest in the same-----

denominada de aqui en adelante los bienes-----
hereinafter referred to as the property'

SEGUNDO Que los bienes aqui hipotecados están sujetos a gravámenes que-----
SECOND: That the property mortgaged herein is subject to the liens-----

se especifican en el párrafo UNDECIMO
specified in paragraph ELEVENTH herein

TERCERO Que el deudor hipotecario viene obligado para con Estados Unidos de
THIRD That the mortgagor has become obligated to the United States

America, actuando por conducto de la Administracion de hogares de Agricultura
of America, acting through the Farmers Home Administration,

res, denominado de aquí en adelante el acreedor hipotecario, en relación con
hereinafter called the mortgagee in connection with

un préstamo o préstamos evidenciado por uno o mas pagares o convenio de sub
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)

rogación, denominado en adelante el pagare" sean uno o mas. Se requiere por
hereinafter called the note whether one or more. It is required by

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de
the Government that additional monthly payments of one-twelfth of the

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se
taxes, assessments, insurance premiums and other charges

hayan estimado sobre la propiedad hipotecada.
estimated against the property

CUARTO Se sobre entiende que
FOURTH It is understood that

(Uno) El pagare evidencia un préstamo o préstamos al deudor hipotecario por la
(One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la inten
principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagare en cualquier tiempo y
that the mortgagee, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty One

consolidando la Administracion de Hogares de Agricultores o el Titulo Quinto de
consolidating the Farmers Home Administration or Title Five of

la Ley de hogares de mil novecientos cuarenta y nueve, según han sido enmenda
the Housing Act of Nineteen Hundred and Forty-Nine, as Amended

das

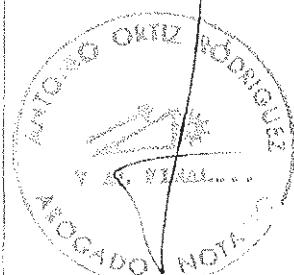
(Dos) Cuando el pago del pagare es garantizado por el acreedor hipotecario puede
(Two) When payment of the note is guaranteed by the mortgagee

ser cedido de tiempo en tiempo y cada tenedor de dicho pagare a su vez será el
it may be assigned from time to time and each holder of the insured note, in turn

prestamista asegurado
will be the insured lender

(Tres) Cuando el pago del pagare es asegurado por el acreedor hipotecario, el acre
(Three) When payment of the note is insured by the mortgagee, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con
mortgagee will execute and deliver to the insured lender along



M.J. M.
C M E G

el pagare un endoso de seguro garantizando totalmente el pago de principal e in-----
with the note an insurance endorsement insuring the payment of the note fully as to principal-----

tereses de dicho pagare -----
and interest -----

(Cuatro) En todo tiempo que el pago del pagare este asegurado por el acreedor-----
(Four) At all times when payment of the note is insured by the mortgagee-----

hipotecario el acreedor hipotecario, por convenio con el prestamista asegurado, -----
the mortgagee by agreement with the insured lender-----

determinaran en el endoso de seguro la porción del pago de intereses del pagare -----
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-----

que sera designada como cargo anual. -----
ments on the note, to be designated the annual charge -----

(Cinco) Una condición del aseguramiento de pago del pagare sera de que el ten-----
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-----
will forego his rights and remedies against the mortgagor and any-----

quiera otros en relación con dicho préstamo asi como tambien a los beneficios-----
others in connection with said loan, as well as any benefit-----

de esta hipoteca y aceptar en su lugar los beneficios del seguro, y a requerimiento-----
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the-----

del acreedor hipotecario endosará el pagare al acreedor hipotecario en caso de -----
mortgagee's request will assign the note to the mortgagee should the mortgagor-----

violacion de cualquier convenio o estipulacion aqui contenida o en el pagare o en-----
violate any covenant or agreement contained herein, in the note, or any-----

cualquier convenio suplementario por parte del deudor. -----
supplementary agreement -----

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo-----
(Six) It is the purpose and intent of this mortgage that, among other things,-----

tiempo cuando el pagare este en poder del acreedor hipotecario, o en el caso en-----
at all times when the note is held by the mortgagee, or in the event the-----

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagare, esta hipoteca-----
mortgagee should assign this mortgage without insurance of the note, thus mortgage-----

garantizara el pago del pagare pero cuando el pagare este en poder de un presta-----
shall secure payment of the note, but when the note is held by an insured-----

nista asegurado, esta hipoteca no garantizara el pago del pagare o formara parte-----
lender, this mortgage shall not secure payment of the note or attach to-----

de la deuda evidenciada por el mismo, pero en cuanto al pagare y a dicha deuda, -----
the debt evidenced thereby, but as to the note and such debt-----

constituiria una hipoteca de indemnización para garantizar al acreedor hipotecario-----
shall constitute an indemnity mortgage to secure the mortgagee-----

contra cualquier perdida bajo el endoso de seguro por causa de cualquier incum-----
against loss under its insurance endorsement by reason of any default-----

plimiento por parte del deudor hipotecario -----
by the mortgagor -----

QUINTO: Que en consideracion al prestamo y (a)en todo tiempo que el pagare
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagare y en garantia del
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagare segun se especifica en el subparagraph (Uno) del Párrafo NOVE
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagare, su renovacion, cualquier convenio contenido en el mismo, o extension y
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagare sea poseido por el prestamista asegurado en garan
(b) at all times when the note is held by an insured lender, in guarantee

tia de las sumas especificadas en el subparagraph (Dos) del parrafo NOVENO aqui
of the amounts specified in subparagraph (Two) of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario
for securing the performance of the mortgagor's

de indemnizar y conservar libre al acreedor hipotecario contra perdidas bajo el en
herein to indemnify and save harmless the mortgage against loss under its

doso de seguro por razon de incumplimiento del deudor hipotecario y (c) en cual
insurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantia de las sumas adicionales consignadas en el
event and at all times whatsoever, in guarantee of the additional amounts specified in

subparrafo (Tres) del parrafo NOVENO de este instrumento y para asegurar el
subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aqui
performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por
contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre
hereby constitute a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el parrafo UNDECIMO mas adelante, asi como sobre los
the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses, servidumbres, derechos hereditarios, adhesiones pertenecientes
interests easements, hereditaments and appurtenances thereto belonging

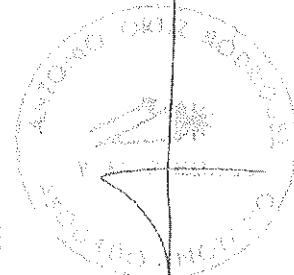
los mismos, toda renta, creditos, beneficios de los mismos, y todo producto e
rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejoría o propiedad personal en el presente o que en
income there from, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,
later attached thereto or reasonably necessary to the use thereof

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a
all water, water rights and shares in the same pertaining to

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las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario
the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación
by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre
partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta
therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y
all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.
after maturity until paid have been paid in full

En caso de ejecución, los bienes responderán del pago del principal, los intereses
In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvente, perdida sufrida por el acreedor
thereon before and after maturity until paid, losses sustained by the

de hipotecario como asegurador del pagare, contribuciones, prima de seguro o cualquier
mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor
other disbursements and advances of the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,
with interest until repaid to the mortgagee, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación
attorney's fees of the mortgagee all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma
said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.
amounts as specified in paragraph NINTH hereof

SEXTO El deudor hipotecario expresamente conviene lo siguiente:
SIXTH That the mortgagor specifically agrees as follows

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda
(One) To pay promptly when due any indebtedness

aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagare por incumplimiento del deudor hipotecario
loss under its insurance of payment of the note by reason of any default by the mortgagor

En todo tiempo cuando el pagare sea poseído por el prestamista asegurado, el
At all times when the note is held by an insured lender, the

deudor hipotecario continuara haciendo los pagos contra dicho pagare al acreedor
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo
as collection agent for the holder

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores
regulations of the Farmer's Home Administration

(Tres) En todo tiempo cuando el pagare sea poseido por un prestamista asegurado
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré menos
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario,
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario
by the mortgagee for the account of the mortgagor

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub
Any advance by the mortgagee as described in this

parrafo devengara intereses a razón del TRES PUNTO SETENTA Y CINCO
subparagraph shall bear interest at the rate of THREE POINT SEVENTY FIVE

por ciento ($\frac{75}{100}$)
per cent ($\frac{75}{100}$)

anual a partir de la fecha en que vencia el pago hasta la fecha en que el deudor
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga
to the mortgagee

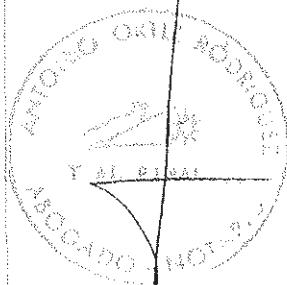
(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario cualquier
(Four) Whether or not the note is insured by the mortgagee any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, reparaciones,
and all amount advanced by the mortgagee for property insurance premiums, repairs,
gravámenes u otra reclamación en protección de los bienes hipotecados
hens and other claims, for the protection of the mortgaged property,

dos o para contribuciones e impuestos u otro gasto similar por razón de haber
or for taxes or assessments or other similar charges by reason of the

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón
mortgagor's failure to pay the same, shall bear interest at the rate

del tipo estipulado en el subparrafo anterior desde la fecha de dichos adelantos
stated in the next preceding subparagraph from the date of the advance



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hasta que los mismos sean satisfechos por el deudor hipotecario
until repaid to the mortgagor

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio

designado en el pagare y será garantizado por la presente hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubiere adelantos, todo pago verificado por el deudor hipotecario podrá ser aplicado al pagare o a cualquier otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor

indebtedness to mortgagee secured hereby, in any order mortgagee determinare

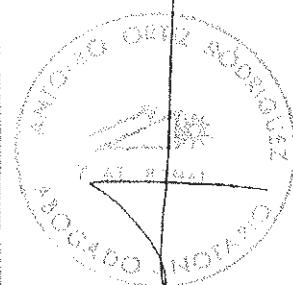
(Seis) Usar el importe del préstamo evidenciado por el pagare únicamente para los propósitos autorizados por el acreedor hipotecario

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales gravamenes y cargas que gravan los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiere el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y otros riesgos serán en la forma y por las cantidades terminos y condiciones que aprueba el acreedor hipotecario

(Nueve) Conservar los bienes en buenas condiciones y puntualmente verificar las

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reparaciones necesarias para la conservación de los bienes, no cometerá ni per-
necessary repairs for the conservation of the property; he will not commit nor
nutra que se cometa ningún deterioro de los bienes, ni removerá ni demolirá-----
permit to be committed any deterioration of the property, he will not remove nor demolish
ningún edificio o mejora en los bienes ni cortará ni removerá madera de la finca,-----
any building or improvement on the property, nor will be cut or remove wood from the farm-----
ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros-----
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other-----
minerales sin el consentimiento del acreedor hipotecario y prontamente llevará-----
minerals without the consent of mortgagee, and will promptly carry out-----
a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo-----
the repairs on the property that the mortgagee may request from time-----
en tiempo El deudor hipotecario cumplirá con aquellas prácticas de conservación-----
to time Mortgagor shall comply with such farm conservation practices-----
de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en-----
and farm and home management plans as mortgagee from time to-----
tiempo pueda prescribir.-----
time may prescribe-----
(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-
(Ten) If this mortgage is given for a loan to a farm owner as identified-----
tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor-----
in the regulations of the Farmers Home Administration, mortgagor-----
hipotecario personalmente operará los bienes por si y por medio de su familia como-----
will personally operate the property with his own and his family labor as a farm and for no other-----
una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a-----
purpose and will not lease the farm or any part of it-----
menos que el acreedor hipotecario consienta por escrito en otro método de opera-----
unless mortgagee agrees in writing to any other method of operation-----
ción o al arrendamiento-----
or lease-----
(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la-----
(Eleven) To submit in the form and manner mortgagee may require-----
información de sus ingresos y gastos y cualquier otra información relacionada con-----
information as to his income and expenses and any other information in regard to the-----
la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos-----
operation of the property, and to comply with all laws, ordinances, and regulations-----
que afecten los bienes o su uso-----
affecting the property or its use-----
(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el-----
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable time-----
derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía-----
to inspect and examine the property for the purpose of ascertaining whether or not-----
otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-----
the security given is being lessened or impaired, and if such inspection or examination sha-----

nunca, a juicio del acreedor hipotecario, que la garantía otorgada esté siendo menor o disculpe, in the judgment of mortgagee, that the security given is being lessened.

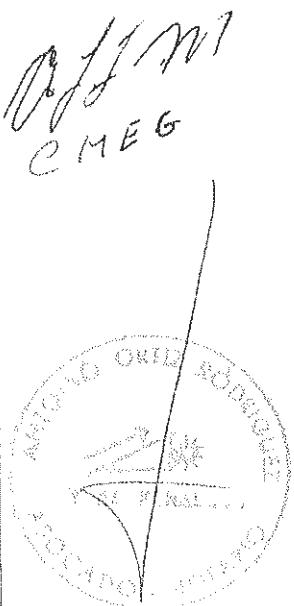
mada o deteriorada, tal condición se considerará como una violación por parte del deudor hipotecario de los convenios de esta hipoteca.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus intereses y los gastos y desembolsos incurridos por el acreedor hipotecario en dichos interes, and any costs or expenditures incurred by mortgagee by said

procedimientos serán cargados a la deuda del deudor hipotecario y se considerarán garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreedor hipotecario el acreedor hipotecario es por la presente autorizado y con poder para adelantos, gastos y otros pagos.

(Quince) En cualquier tiempo que el acreedor hipotecario determine que el deudor hipotecario puede obtener un préstamo de una asociación de crédito para producir de un Banco Federal u otra fuente responsable, cooperativa o privada, a un



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tipo de intereses y términos razonables para préstamos por tiempo y propósitos
rate of interest and reasonable periods of time and purposes.

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará
mortgagor, at mortgagee's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-
sarias en la agencia cooperativa en relación con dicho préstamo.
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to
purchase any necessary shares of stock in the cooperative agency in regard to said loan.

Diccionario) El incumplimiento de cualesquiera de las obligaciones garantizadas
Sixteen) Should default occur in the performance or discharge of any obligation secured

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como
by this mortgage, or should mortgagor, or any one of the persons herein called

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera
mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido
with any clause, condition, stipulation, covenant or agreement contained herein,

o en cualquier convenio suplementario o falleciere o se declarare o fuere declarado
or in any supplementary agreement, or die or be declared an

incompetente en quiebra, insolvente o hiciere una cesión en beneficio de sus acre-
incompetent a bankrupt, or an insolvent, or make an assignment for the benefit of

dores, los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos,
creditors, or should the property or any part thereof or interest therein be assigned,

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo,
sold, leased, transferred, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es
without the written consent of mortgagee, mortgagee is

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a
irrevocably authorized and empowered, at its option, and without notice: (One) to

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda
declare all amounts unpaid under the note, and any indebtedness

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y
to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos)
to foreclose this mortgage in accordance with law and the provisions hereof; (Two)

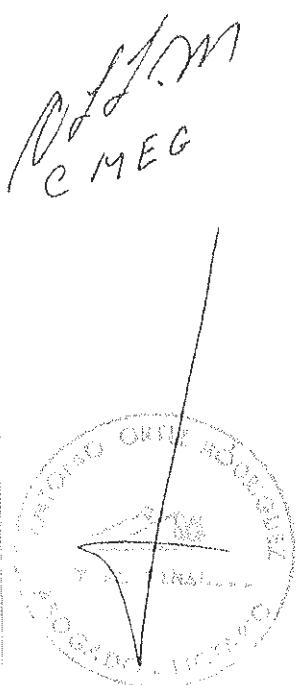
incurrir y pagar los gastos razonables para la reparación o mantenimiento de los
to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se
property and any expenses and obligations that mortgagor did not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de
agreed in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes
and any other expenses or costs for the protection and preservation of the property

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres)
and this mortgage, or for compliance with any of the provisions of this mortgage, and (Three)



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de solicitar la protección de la ley -----
request the protection of the law -----

(Diecisiete) El deudor hipotecario pagará o reembolsara al acreedor hipotecario -----
(Seventeen) Mortgagor will pay or reimburse mortgagee -----

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos -----
for all necessary expenses for the fulfillment of the covenants and agreements -----

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, incluyendo -----
of this mortgage and of the note and of any supplementary agreement, including -----

los gastos de mensura, evidencia de título, costas, inscripción y honorarios de abogado -----
the costs (if survey, evidence of title, court costs, recordation fee and attorney's fees -----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y -----
(Eighteen) Without in any manner affecting the right of the mortgagee to require and -----

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u obligaciones aquí contenidos o similares a otros convenios, y sin afectar la responsabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí -----
enforce performance at a subsequent date of the same, similar or other covenant, agreement or obligation herein set forth, and without affecting the liability of any person for payment of the note or any indebtedness -----

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del gravamen el acreedor hipotecario es por la presente autorizado y con poder en -----
secured hereby and without affecting the lien created upon said property or the priority of the creditor, the mortgagee is hereby authorized and empowered at -----

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obligación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) -----
any time (one) waive the performance of any covenant or obligation contained herein or in the note or any supplementary agreement (two) -----

negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el consentimiento del tenedor de dicho pagaré cuando este en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario y aquí garantizada o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituida o otorgar deferimiento o postergación de esta hipoteca a favor de cualquier otro gravamen constituido sobre dichos bienes. -----
deal in any way with mortgagor or grant to mortgagor my indulgence or forbearance or extension of the time for payment of the note with the consent of the holder of the note when it is held by a licensed lender) or for payment of any indebtedness to mortgagee or hereby secured, or (three) execute and deliver partial releases of any part of said property from the lien hereby created or grant deferment or postponement of the mortgage to any other lien over said property -----

(Diecinueve) Todos los derechos, titulo e interes en y sobre la presente hipoteca,-----
(Nineteen) All right, title and interest in or to this mortgage-----

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones-----
including but not limited to the power to grant consents, partial releases,-----

parciales, subordinacion, cancelacion total, radica sola y exclusivamente en el-----
subordinations, and satisfaction, shall be vested solely and exclusively in-----

acreedor hipotecario y nungun prestamista asegurado tendra derecho, titulo o in-----
mortgagee, and no insure lender have any right, title or interest-----

teres alguno en o sobre el gravamen y los beneficios aqui contenidos.-----
in or to the hen or any benefits herein contained.-----

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-----
(Twenty) Default hereunder shall constitute default under any-----

quiero otra hipoteca, prestamo refaccionario, o hipoteca de bienes muebles poseida-----
other real estate or crop or chattel mortgage held-----

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-----
or insured by mortgagor and executed or assumed by mortgagor-----

teario, y el incumplimiento de cualesquiera de dichos instrumentos de garantia-----
and default under any such other security instrument shall-----

constituya incumplimiento de esta hipoteca -----
constitute default hereunder -----

(Veintiuno) Todo aviso que haya de darse bajo los terminos de esta hipoteca sera-----
(Twenty-One) All notices to be given under this mortgage shall-----

remitido por correo certificado a menos que se disponga lo contrario por ley, y-----
be sent by certified mail unless otherwise required by law,-----

sobre dirigido hasta tanto otra direccion sea designada en un aviso dado al efecto,-----
and shall be addressed until some other address is designated in a notice so given,-----

en el caso del acreedor hipotecario a Administracion de Hogares de Agricultores,-----
in the case of mortgagee to Farmers Home Administration,-----

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el-----
United States Department of Agriculture, San Juan, Puerto Rico, and in the-----

caso del deudor hipotecario, a el a la direccion postal de su residencia segun se-----
case of mortgagor to him at the post office address of his residence as stated-----

especifica mas adelante -----
hereinafter -----

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario-----
(Twenty-Two) Mortgagor by these presents grants to mortgagee-----

el importe de cualquier sentencia obtenido por expropiacion forzosa para uso-----
the amount of any judgment obtained by reason of condemnation proceedings for public-----

publico de los bienes o parte de ellos asi como tambien el importe de la sentencia-----
use of the property or any part thereof as well as the amount of any judgment-----

por daños causados a los bienes. El acreedor hipotecario aplicara el importe asi-----
for damages caused to the property. The mortgagee will apply the amount so-----

recibido al pago de los gastos en que incurriera en su cobro y el balance al pago del-----
received to the payment of costs incurred in its collection and the balance to the payment-----

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsara al deudor hipotecario. mortgage, and
if any amount then remains, will pay such amount to mortgagor

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmendada
of foreclosure of this mortgage in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma
mortgagor does hereby appraise the mortgaged property in the amount

de, TRESCIENTOS MIL DOLARES (\$300,000.00)
of THREE HUNDREDS THOUSANDS (\$300 000 00)

OCTAVO EL deudor hipotecario por la presente renuncia al trámite de requerir
EIGHTH Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte
considered in default without the necessity of any notification of default or demand for pay

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Administración
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de América que autorizan la asignación
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado
insuring of the loan herein before mentioned

NOVENO Las cantidades garantizadas por esta hipoteca son las siguientes
NINTH The amounts guaranteed by this mortgage are as follows

Una En todo tiempo cuando el pagare relacionado en el párrafo TERCERO de
One At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseída por el acreedor hipotecario o en caso de que el acreedor
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cediere esta hipoteca sin asegurar el pagare
should assign this mortgage without insurance of the note,

TRESCIENTOS MIL DOLARES (\$300,000.00)
THREE HUNDREDS THOUSANDS DOLLARS (\$300 000 00)

el principal de dicho pagare, con sus intereses según estipulados a razón del
the principal amount of said note together with interest as stipulated therein at the rate of

TRES PUNTO SETENTA Y CINCO por ciento ($3 \frac{75}{100}$) anual,
THREE POINT SEVENTY FIVE per cent ($3 \frac{75}{100}$) per annum

Dos En todo tiempo cuando el pagare es poseído por un prestamista asegurado.
Two At all times when said note is held by an insured lender

(A) TRESCIENTOS MIL DÓLARES (\$300,000.00)
(A) THREE HUNDREDS THOUSANDS DOLLARS (\$300 000 00)

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según
by reason of mortgagor's failure to pay the installments as

se especifica en el pagare, con intereses según se especifica en el párrafo SEXTO,
specified in the note with interest as stated in paragraph SIXTH,

Tercero _____
Three _____

(B) CUATROCIENTOS CINCUENTA MIL DOLARES (\$450,000.00)
(B) FOUR HUNDREDS FIFTY THOUSANDS DOLLARS (\$450,000.00)

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagare.
sustain under its insurance of payment of the note;

Tres. En cualquier caso y en todo tiempo;
Three. In any event and at all times whatsoever;

(A) CINCUENTA Y SEIS MIL DOSCIENTOS CINCUENTA
(A) FIFTY SIX THOUSANDS TWO HUNDREDS FIFTY

(\$56,250) para intereses después de mora;
(\$56,250.00) for default interest;

(B) SESENTA MIL DOLARES
(B) SIXTY THOUSANDS DOLLARS

(\$60,000.00) para contribuciones, seguro y otros adelantos para la con-
(\$60,000.00) for taxes, insurance and other advances for the preservation-

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo
and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO. Tercero.
SIXTH. Three:

(C) TREINTA MIL DOLARES
(C) THIRTY THOUSANDS DOLLARS

(\$30,000.00) para costas, gastos y honorarios de abogado en caso-
(\$30,000.00) for costs, expenses and attorney's fees in case-

de ejecución
of foreclosure

(D) TREINTA MIL DOLARES
(D) THIRTY THOUSANDS DOLLARS

(\$30,000.00) para costas y gastos que incurriera el acreedor hipotecario
(\$30,000.00) for costs and expenditures incurred by the mortgagee in-

no en procedimientos para defender sus intereses contra cualquier persona que inter-
proceedings to defend its interests against any other person interfering with

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según
or contesting the right of possession of mortgagor to the property

se consigna en el párrafo SEXTO. Trece.
provided in paragraph (SIXTH Thirteen)

DECIMO Que el (los) pagare(s) a que se hace referencia en el párrafo TERCERO:
TENTH That the note(s) referred to in paragraph THIRD

de esta hipoteca es (son) descrito(s) como sigue
of this mortgage is(are) described as follows

Pagare otorgado en el caso número 63-026-582-66-4476
Promissory note executed in case number 63-026-582-66-4476

fechado el dia veinticuatro de septiembre de mil novecientos noventa y nueve
dated thus twentyfourth day of September, nineteen ninety nine

por la suma de TRESCIENTOS MIL
in the amount of THREE HUNDRED THOUSANDS

(\$300,000.00)dolares de principal más
(\$300,000.00) dollars of principal plus

intereses sobre el balance del principal adeudado a razon del TRES PUNTO SETENTA Y CINCO
interest over the unpaid balance at the rate of THREE POINT SEVENTY FIVE

(3 75 %) por ciento anual
(3 75%)percent per annum

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condiciones y estipulaciones contenida en dicho pagare y segun acordados y convenidos
until the principal is totally paid according to the terms, installments, conditions and stipulation contained in the promissory note and as agreed

entre el prestatario y el Gobierno, excepto el pago final del total de la deuda aqui
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero
entire debt herein evidenced, if not sooner paid, will be due

a los TREINTA
and payable THIRTY

años de la fecha de este pagare
years from the date of this promissory note

Dicho pagare ha sido otorgado como evidencia de un prestamo concedido por el
 Said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados
Government to the borrower pursuant to the law of the Congress of the United

Unidos de America denominada Consolidated Farm and Rural Development Act
States of America known as Consolidated Farm and Rural Development Act of 1961

de conformidad con el Title V of the Housing Act of 1949 segun
of 1961 or pursuant to Title V of the Housing Act of 1949, as

han sido enmendadas y esta sujeto a los presentes reglamentos de la Administración
amended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha
Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE
express provision thereof Of which description I, the authorizing Notary, GIVE FAITH.

UNDECIMO Que las propiedades objeto de la presente escritura y sobre las que se
ELEVENTH That the properties object of this deed and over which

constituye Hipoteca Voluntaria, se describen como sigue:
voluntary mortgage is constituted, are described as follows:

---RUSTICA. Predio de terreno marcado con el numero cuarenta y tres (43) en el plano de subdivision del Proyecto Gavia, sita en el Barrio San Ildefonso del termino municipal de Coamo, Puerto Rico, compuesto de once cuerdas con cuatro mil seiscientos siete diezmilesimas de otra (11 4607) equivalentes a cuarenta y cinco mil cuarenta y cinco metros cuadrados con tres mil doscientos siete diezmilesimas de otro (45.045 3207) En lindes por Norte, con camino que la separa de las fincas numero treinta y nueve (39) y treinta y ocho (38); por el Sur, con las fincas número cuarenta y cuatro (44) y cuarenta y seis (46); por el Este, con la finca número cuarenta y dos (42); y por el Oeste, con la finca numero cuarenta y cuatro (44)

---Es segregacion de una finca mayor inserta al folio doscientos ochenta y siete (287) del tomo doscientos diez (210) de Coamo, finca numero once mil quinientos veintisiete (11,527)

Adquirió el prestatario la descrita finca por
Borrower acquired the described property by

compra de la Corporacion de Desarrollo Rural de Puerto Rico

según consta de la Escritura Numero Cuarenta y ocho (48)
pursuant to Deed Number Forty eight (48)

de fecha veintiocho de mayo de mil novecientos noventa y nueve
dated on May Twenty eight, nineteen ninety nine.

otorgada en la ciudad de San Juan, Puerto Rico
executed in the city of San Juan, Puerto Rico

ante el Notario Emma Janusac Romero Sánchez
before Notary Emma Janusac Romero Sánchez

Dicha propiedad se encuentra afecta a Hipoteca a favor de la Corporación Para el Desarrollo Rural de Puerto Rico por la cantidad de ONCE MIL DOSCIENTOS CUARENTA Y DOS DOLARES CON CINCUENTA Y OCHO CENTAVOS (\$11,242.58)
Said property is

DUODECIMO Que comparecen en la presente escritura como Deudores Hipotecarios
TWELFTH The parties appearing in the present deed as Mortgagors

canos
are

ANGEL LUIS LUNA MALAVE, _____ y CARMEN MARIA ESPADA GARCIA, _____, mayores de edad, casados entre sí, agricultores y vecinos de Coamo, Puerto Rico,

cuya dirección postal es:
whose postal address is:

HC-02 Box 8040, Coamo, Puerto Rico (00769)
HC-02 Box 8040, Coamo, Puerto Rico (00769)

DECIMO TERCERO: El importe del préstamo aquí consignado se usó o será usado
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones
for agricultural purposes and the construction and/or repair or improvement of the physical
fisicas en la(s) finca(s) descrita(s)
installations on the described farm(s)

DECIMO CUARTO. El prestatario ocupara personalmente y usara cualquier estructura que haya sido construida, mejorada o comprada con el importe del préstamo.

FOURTEENTH. The borrower will personally occupy and use any structure constructed, improved or purchased with the proceeds of the loan.

aquí garantizado y no arrendara o usara para otros fines dicha estructura a menos que el Gobierno lo consienta por escrito. La violación de esta cláusula como la Government so consents in writing. Violation of this clause as well as

violation de cualquiera otro convenio o cláusula aquí contenida ocasionará el vencimiento de la obligación como si todo el término hubiese transcurrido y en

el Gobierno de declarar vencido o pagadero el préstamo y proceder a la ejecución de la hipoteca.

the Government at its option may declare due and payable the loan and proceed to the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcción o edificación que se construya en dicha finca(s) durante la vigencia del préstamo hipotecario constituido a favor del Gobierno, verificada por los actuales dueños deudores o por sus cesionarios o causahabientes.

FIFTEENTH: This mortgage expressly extends to all construction or building existing on the farm(s) herein before described and all improvement, construction or building constructed on said farm(s) while the mortgage loan constituted in favor of the Government is in effect, made by the present owners or by their assignees or successors or

DECIMO SEXTO. El deudor hipotecario por la presente renuncia mancomunada y solidariamente por sí y a nombre de sus herederos, causahabientes, sucesores o representantes a favor del acreedor (Administración de Hogares de Agricultores) cualquier derecho de Hogar Seguro (Homestead) que en el presente o en el futuro pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios allí enclavados o que en el futuro fueran construidos; renuncia esta permitida en favor de la Administración de Hogares de Agricultores por la Ley Número Trece (13) del veintiocho (28) de mayo de mil novecientos sesenta nueve (1969) (31).

SIXTEENTH: The mortgagor by these presents hereby waives jointly and severally for himself and on behalf of his heirs, assignees, successors or representatives in favor of mortgagee (Farmers Home Administration) any Homestead right (Homestead) that presently in the future may have in the property described in paragraph eleventh and in the buildings thereon or which in the future may be constructed, this waiver being permitted in favor of the Farmers Home Administration by Law Number Thirteen (13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31).

L P R A. 1851) L P R A. 1851)

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cualquier estufa, horno, calentador comprado o financiado total o parcialmente con stove, oven, water heater, purchased or financed completely or partially with-

fondos del préstamo aquí garantizado se considerará e interpretará como parte funds of the loan herein guaranteed, will be considered and understood to form part-----

de la propiedad gravada por esta Hipoteca.-----
of the property encumbered by this Mortgage-----

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse-----
EIGHTEENTH: The mortgagor agrees and obligates himself to move-----

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta-----
and occupy the property object of this deed within the following sixty-----

días a partir de la fecha de la inspección final, y en caso de circunstancias imprevistas from the date of final inspection, and in the event of unforeseen circumstances-----

vistas fuera del control del deudor hipotecario que le impidieran mudarse este lo-
beyond his control which would impede him to do so, he will-----

notificara por escrito al Supervisor Local -----
notify it in writing to the County Supervisor-----

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya-----
NINETEENTH: All improvement, construction or building constructed-----

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-----
on said farm(s) during the term hereinbefore referred to, must be made with the previous
autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
consent in writing of mortgagee in accordance with present regulations-----

sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y-----
or future ones that may be promulgated pursuant to the federal and-----

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan-----
local laws not inconsistent or incompatible with the present laws that govern-----

estos tipos de préstamos -----
these types of loans-----

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de-----
TWENTIETH: This instrument also secures the recapture of-----

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios-----
any interest credit or subsidy which may be granted to the borrower(s) by the-----

por el Gobierno de acuerdo con las disposiciones del Título Cuarenta y dos del Código-----
Government pursuant to Forty-Two-----

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C.1490a)-----
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)-----

—Donde dice Estados Unidos de América actuando por conducto de la-----

Administración de Hogares de Agricultores debe decir Estados Unidos de-----

America actuando por conducto de Farm Service Agency (Agencia de-----

Servicios Agrícolas) que es su nombre en la actualidad-----

—Se hace constar que este es un préstamo de Recursos Limitados EM-----

ACEPTACION
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez.
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once.

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los compareciente(s))
So they say and execute before me, the authorizing Notary, the appearing party (parties)

sin requerir la presencia de testigos después de renunciar su derecho a ello del que
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advirtió.
I advised him (them).

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n).
After this deed was read by the appearing party(parties) he (they) ratify its

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura
contents, place(s) his (they) initials on each of the folios of this deed

incluyendo el último y la firma(n) todos ante mí el Notario autorizante, que DOY
including the last one, and all sign before me, the authorizing Notary who GIVES

FE de todo el contenido de esta escritura.
FAITH to everything contained in this deed.

Angel Luis Luna Malave

Carmen M. Espada Garcia

Firmado: ANGEL LUIS LUNA MALAVE, CARMEN MARIA ESPADA GARCIA.

Firmado, Signado, Sellado y Kubricado: ANTONIO ORTIZ RODRIGUEZ.

Cancelados los correspondientes sellos de rentas intras y el sello del impuesto norarial con el del Notario.

Es PRIMERA COPIA de su original que obra en mi protocolo corriente de instrumentos públicos a que me remito y consta de diecinueve folios (19). En fe de ello y a petición de Estados Unidos de América (PSA) expido la presente copia certificada el mismo día mes y año de su otorgamiento dejando su saca debidamente anotada.

CERTIFICO:

ANTONIO ORTIZ RODRIGUEZ
Notario Público

Angel Luis Luna Malave
570-0368

Magistrate's Office

July 1878

Town 288th Comm

Final 14332

Execution 2nd

Casper. Dept. of Justice.

You are directed to make
arrangements for the execution
of the sentence of death

After a due notice of two weeks.

An order



I did advise him (them).

After this deed was read by the appearing party (parties), he (they) ratify its contents, place(s) his (their) initials on each of the pages of this deed, including the last one, and all sign before me, the authorizing Notary, who DOES ATTEST to every everything contained in this deed.

[Signatures]

[Initials]

Signed: ANGEL LUIS LINA MALAVE, CARMEN MARIA ESPADA GARCIA

Signed, Stamped, Sealed and Initialed: ANTONIO ORTIZ
RODRIGUEZ

Corresponding internal revenue and notary tax seals are attached and cancelled, with that of the Notary.

This is the FIRST COPY of the original that is filed in my protocol of public instruments of the current year, to which I refer, and consists of nineteen pages (19). In witness whereof, and at the request of the United States of America (FSA), I issue this certified copy, on the same day of its granting and duly leaving a note of said issuance.

I CERTIFY:

[Signature]

ANTONIO ORTIZ RODRIGUEZ
NOTARY PUBLIC

[Seal]

[Stamp]

5794168

[Handwritten]

Recorded on

Page 187[Illegible]

Book 258 of Coamo

Farm 14332

Recording 2nd

Charges: Subject to the mortgage
constituted by this document for
\$300,000.00.

Bqtas., November 21, 2000.

No fees.

[Signature]

[Seals]

Statement of Accuracy

I hereby certify that the attached documents:

Undated acceptance page with notary certification of certified copy – 1 page

Handwritten recording data, Barranquitas, Puerto Rico, November 21, 2000 – 1 page

Is a true and accurate translation from Spanish into English to the best of my knowledge, ability and belief. I am trained, experienced and competent to translate from Spanish into English.

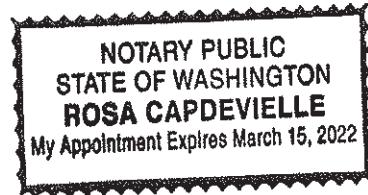
DATED March 20, 2019.



Thomas L. Bransfield
Certified Court Interpreter
Certified Medical Interpreter

WITNESS my hand and official seal hereto affixed this 20th day of March of 2019.

Signature Rosa Capdevielle
Print Name: Rosa Capdevielle.
Notary Public in and for the State of WA.
My appointment expires: March 15, 2022.



TITLE SEARCH

CLIENT: ANGEL LUIS LUNA MALAVÉ

REF: 1521.175
BY: TAIMARY ESCALONA

PROPERTY NUMBER: 14,332, recorded at page 186 of volume 258 of Coamo, Registry of the Property of Puerto Rico, section of Barranquitas.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Predio de terreno marcado con el número cuarenta y tres (43) en el plano de subdivisión del Proyecto Gavia, sita en el Barrio San Ildefonso del término municipal de Coamo, Puerto Rico, compuesto de once cuerdas con cuatro mil seiscientos siete diezmilésimas de otra (11.4607) equivalentes a cuarenta y cinco mil cuarenta y cinco metros cuadrados con tres mil doscientos siete diezmilésimas de otro (45.045.3207). En lindes por el NORTE, con camino que la separa de las fincas número treinta y nueve (39) y treinta y ocho (38); por el SUR, con las fincas número cuarenta y cuatro (44) y cuarenta y seis (46); por el ESTE, con la finca número cuarenta y dos (42); y por el OESTE, con la finca número cuarenta y cuatro (44).

ORIGIN:

It is segregated from property number 11,527, recorded at page 289, volume 201 of Coamo.

TITLE:

This property is registered in favor of ANGEL LUIS LUNA MALAVÉ and his wife CARMEN MARÍA ESPADA GARCÍA, who acquired it by purchase from Corporación para el Desarrollo Rural de Puerto Rico, at a price of \$12,950.59, pursuant to deed #48, executed in San Juan, Puerto Rico, on May 28, 1999, before Emma Janisse Romero Sánchez Notary Public, recorded at page 186 of volume 258 of Coamo, property number 14,332, 1st inscription.

Conditions: For being farms for agricultural purposes, Law #107 of July 3, 1974.

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
 - 1. **MORTGAGE:** Constituted by Angel Luis Luna Malavé and his wife Carmen Maria Espada García, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$300,000.00, with 3.75% annual interests, due on 30 years, constituted by deed #136, executed in Coamo, Puerto Rico, on September 24, 1999, before Antonio Ortiz Rodríguez Notary Public, recorded at overleaf of page 187 of volume 258 of Coamo, property number 14,332, 2nd and last inscription. **Conditions**

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to April 22, 2019.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

mcr/mv/F

ESTUDIOS DE TÍTULO
SEGUROS DE TÍTULO

PO. BOX 1467, TRUJILLO ALTO, PR. 00977-1467
TELS. (787) 748-1130/748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.

2. That on April 22, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 7 day of Agosto of 2019,

Elias Diaz Bermudez

AFFIDAVIT NUMBER 3,716

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 7 day of Agosto of 2019.



**UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY**
**654 Muñoz Rivera Ave.,
654 Plaza Bldg. Suite 829,
San Juan, PR 00918**

Borrower: **Luna Malave, Angel Luis**

Agency Claim No.: **63-026-4476**

Certification of Indebtedness

I, Liha Sánchez, of legal age, married, a resident of Mayaguez, Puerto Rico, in my official capacity as Farm Loan Program Support Specialist of the Farm Service Agency (FSA), United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness as of 03/26/2019 is as shown in the following Statement of Account, according to information obtained from all available records at the USDA - Farm Service Agency:

Statement of Account

Loan Number	43-02
Type of Loan	Emergency Loan (EM)
Date of Loan	09/24/1999
Original Loan Amount	\$300,000.00
Interest Rate	3.75%
Daily Interest Accrual	\$29.6424
Principal Balance	\$288,519.37
Unpaid Interest	\$118,247.87
Miscellaneous Charges:	\$0.00
Total Balance	\$406,767.24
Amount Delinquent	\$217,678.54
Last Voluntary Payment	12/31/2007

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Liha Sánchez
FLP Support Specialist
03/26/2019



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-4476

Birth Date:

Last Name: LUNA MALAVE

First Name: ANGEL

Middle Name: LUIS

Status As Of: Jul-31-2019

Certificate ID: GJGYW0CDMRC8CKR

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd.

Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-3194

Birth Date:

Last Name: ESPADA GARCIA

First Name: CARMEN

Middle Name: MARIA

Status As Of: Jul-31-2019

Certificate ID: 8FBZPPTNTNK01CM

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd.

Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

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WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture

Plaintiff(s)

v.

)
)
)
)
)
) Civil Action No.

)
)
)
)
) Foreclosure of Mortgage

ANGEL LUIS LUNA MALAVE; ET ALS.

Defendant(s)

)
)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

ANGEL LUIS LUNA MALAVE

Rd. 545, Km. 3.5, San Idelfonso Wd., Sector Gavia, Coamo, P.R. 00769; HC-02, Box 8040, Coamo

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*FRANCES RIOS DE MORAN, ESQ.
CLERK OF COURT*

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*This summons for *(name of individual and title, if any)* _____was received by me on *(date)* _____ . I personally served the summons on the individual at *(place)* _____on *(date)* _____ ; or I left the summons at the individual's residence or usual place of abode with *(name)* _____

, a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or I served the summons on *(name of individual)* _____ , who isdesignated by law to accept service of process on behalf of *(name of organization)* _____on *(date)* _____ ; or I returned the summons unexecuted because _____ ; or Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

*Server's signature**Printed name and title**Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture

Plaintiff(s)

v.

)
)
)
)
)
)
)
Civil Action No.

)
)
Foreclosure of Mortgage

ANGEL LUIS LUNA MALAVE; ET ALS.

Defendant(s)

)
)
)
)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

ANGEL LUIS LUNA MALAVE

Rd. 545, Km. 3.5, San Idelfonso Wd., Sector Gavia, Coamo, P.R. 00769; HC-02, Box 8040, Coamo

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Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

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Signature of Clerk or Deputy Clerk

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, a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or I served the summons on *(name of individual)* _____ , who isdesignated by law to accept service of process on behalf of *(name of organization)* _____on *(date)* _____ ; or I returned the summons unexecuted because _____ ; or Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

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Date: _____

*Server's signature**Printed name and title**Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture

Plaintiff(s)

v.

)
)
)
)
)
)
)
Civil Action No.

ANGEL LUIS LUNA MALAVE; ET ALS.

Defendant(s)

)
)
)
Foreclosure of Mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Conjugal Partnership Luna-Espada

Rd. 545 Km. 3.5, San Idelfonso Wd., Sector Gavia, Coamo, PR; P.O. Box 2401, Coamo, PR 00769

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*FRANCES RIOS DE MORAN, ESQ.
CLERK OF COURT*

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*This summons for *(name of individual and title, if any)* _____was received by me on *(date)* _____ . I personally served the summons on the individual at *(place)* _____on *(date)* _____ ; or I left the summons at the individual's residence or usual place of abode with *(name)* _____

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My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

*Server's signature**Printed name and title**Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI): Fortuño, Juan Carlos

USDC-PR Bar Number: 211913

Email Address: jcfortuno@fortuno-law.com

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff: UNITED STATES OF AMERICA, acting through the USDA

Defendant: ANGEL LUIS LUNA MALAVE; ET ALS.

2. Indicate the category to which this case belongs:

- Ordinary Civil Case
- Social Security
- Banking
- Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

- Yes
- No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

- Yes
- No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

- Yes
- No

Date Submitted:

rev. Dec. 2009

[Print Form](#)

[Reset Form](#)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

United States of America

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)(c) Attorneys (Firm Name, Address, and Telephone Number)
Juan C. Fortuño Fas
Po Box 9300 San Juan, PR 00908
Tel. 787-751-5290**DEFENDANTS**

ANGEL LUIS LUNA MALAVE, et als.

County of Residence of First Listed Defendant Coamo, PR

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (*If Known*)**II. BASIS OF JURISDICTION** *(Place an "X" in One Box Only)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1 U.S. Government Plaintiff | <input type="checkbox"/> 3 Federal Question
<i>(U.S. Government Not a Party)</i> |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input type="checkbox"/> 4 Diversity
<i>(Indicate Citizenship of Parties in Item III)</i> |

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

Citizen of This State	PTF	DEF	PTF	DEF
<input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 4	<input type="checkbox"/> 4
<input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5	<input type="checkbox"/> 5
<input type="checkbox"/> 3 Foreign Nation	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability	PROPERTY RIGHTS	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	SOCIAL SECURITY	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability		<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 190 Other Contract			<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 485 Telephone Consumer Protection Act
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 863 DIWC/DIWV (405(g))	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice		<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 850 Securities/Commodities Exchange
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	Habeas Corpus:		<input type="checkbox"/> 891 Agricultural Acts
<input checked="" type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee		<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General		<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty		<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	Other:		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other		
		<input type="checkbox"/> 550 Civil Rights		
		<input type="checkbox"/> 555 Prison Condition		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		

V. ORIGIN *(Place an "X" in One Box Only)*

- | | | | | | | |
|---|---|--|---|--|--|---|
| <input checked="" type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from Another District | <input type="checkbox"/> 6 Multidistrict Litigation - Transfer | <input type="checkbox"/> 8 Multidistrict Litigation - Direct File |
|---|---|--|---|--|--|---|

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345

Brief description of cause:

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** 406,767.24 **CHECK YES only if demanded in complaint:** **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY*(See instructions):*

JUDGE

DOCKET NUMBER

DATE
8-14-2013
FOR OFFICE USE ONLY

SIGNATURE OF ATTORNEY OF RECORD

RECEIPT #

AMOUNT

APPLYING IFFP

JUDGE

MAG. JUDGE